

# Performance Contract

## I. Parties

This **Performance Contract** (shall be referred as "**Contract**") hereinafter) has been signed by and between the parties below, entered into on the date of last signature on this Contract.

**The Performer**

**The Client**

## II. Description of the Performance

Within the scope of this Contract, the Performer and the Client agrees that the Performer shall provide performance of the services described in detail below;

**Name of the Project**

**Start Date of the Project**

**End Date of the Project**

**Territory of the Project**

**Key Responsibilities of the Performer**

**Other Details**

## III. Compensation and Payment Schedule

The total compensation shall be payable to the Performer under this Contract is \_\_\_\_\_. An initial payment of \_\_\_\_\_ shall be made upon the signing of this Agreement. Balance due shall be paid in accordance with the payment schedule below.

All payments shall be made in USD and via \_\_\_\_\_ to the Performer's designated account or address.

Payment shall be made as follows:

Payment	Date	Amount
First Payment		
Second Payment		
Third Payment		
End of the Project		

#### IV. Consequences of Failure to Pay

Any payment not made in accordance with the payment schedule outlined in the chart above, or any agreed-upon amendments, shall be subject to late payment penalties.

If a payment is \_\_\_\_\_ days or more late, the Client will be charged \_\_\_\_\_% of the unpaid portion of the regularly scheduled payment. Upon default, including failure to pay upon final maturity, the Performer, at its option, may, if permitted under applicable law, increase the interest rate on this Contract to \_\_\_\_\_. The interest rate will not exceed the maximum rate permitted by applicable law.

#### V. Miscellaneous

- **Severability** - Should any provision of this Contract be held invalid by any competent court, the same shall apply only to the provision involved and the remaining provisions hereto shall remain valid and enforceable.
- **Modifications** - Any modifications or alterations to this Contract shall only be considered as agreed by the parties in the existence of a written document signed by both parties.
- **Non-waiver** - The failure of any party to insist upon the strict compliance with and performance of any of the terms, conditions, and covenants shall not be deemed as a waiver of said party may have over such breach. Only by expressed written consent and duly signed by the parties may a proper waiver be considered as having been made.

- **Dispute Resolution** - In case of dispute, claim, or controversy arising due to breach of this agreement, the parties may submit to arbitration chosen by both parties. The parties shall divide the cost and expenses to the proceeding in equal shares. Further, the losing party shall pay the cost of attorney's fees of the prevailing party, other than the dispute award.
- **Governing Law** - This Agreement shall be governed by and construed in accordance with the laws of the State of \_\_\_\_\_.

**The Performer**

**Name**

**Date**

**Signature**

\_\_\_\_\_

**The Client**

**Name**

**Date**

**Signature**

\_\_\_\_\_



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